

# ***CITY COUNCIL***

## ***Meeting Agenda***

***REGULAR MEETING  
COUNCIL CHAMBERS***

***MONDAY, DECEMBER 27, 2010  
7:00P.M.***

### **1. OPENING MATTERS**

**A. CALL TO ORDER**

**B. INVOCATION:** Father John Gibbons, St. Margaret's Roman Catholic  
Church

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

### **2. PROCLAMATIONS AND PRESENTATIONS**

- None

### **3. PUBLIC COMMENT – AGENDA MATTERS:**

*Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.*

*All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.*

*Those commenting on agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative*

*business is concluded and shall limit their remarks to 3 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.*

#### **4. APPROVAL OF AGENDA**

**A. MINUTES:** Council minutes of December 13, 2010

**B. AGENDA:** Council meeting of December 27, 2010

#### **5. Consent Agenda Legislation**

**A. Award of Contract** – to Big Star Construction, 270 Lawrence Road, Lawrence, NJ 08648 for the 9<sup>th</sup> and Marion, 8<sup>th</sup> and Court and Reed and Walnut Roof Improvement Project for the Departments of Public Works and Community Development at a total cost of \$86,470.00 **(Purchasing)**

**B. Resolution** - that the City of Reading is authorized to enter into a Contribution Agreement with the Commonwealth of Pennsylvania Department of Transportation (PennDOT), attached hereto as Exhibit "A," establishing the contribution of PennDOT (80%) and the City of Reading (20%) for funding of the study phase for extension of River Road in Reading, Berks County, Pennsylvania estimated cost of \$172,007.73. City Council further resolves to authorize the Mayor to execute any documentation necessary for the City to enter into said contribution agreement **(Law)**

**C. Resolution** - that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for the Reading Public Library's Main Branch Renovation Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania **(Finance)**

**D. Resolution** - that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for the Opportunity House 2<sup>nd</sup> Street Learning Center Renovation Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania **(Finance)**

**E. Resolution** - that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for Berks Women in Crisis Center Shelter Construction Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania **(Finance)**

**F. Resolution** - that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for the Community Foundation Headquarters/Conference

Center Construction Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania **(Finance)**

**G. Resolution** - authorizing the scheduling of a public hearing on Wednesday, January 26, 2010, the advertisement of, and forwarding for comment the amendment to the zoning ordinance which will correct typographical errors and provides clarification **(council office/law)**

## **6. ADMINISTRATIVE REPORT**

## **7. REPORT FROM OFFICE OF THE AUDITOR**

## **8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS**

## **9. ORDINANCES FOR FINAL PASSAGE**

**A. Bill No. 34-2010** – establishing a four-way stop intersection at N. 13<sup>th</sup> St and Richmond St in the City of Reading, Pennsylvania **(Public Works)** *Introduced at the July 12 regular meeting; Tabled at the July 26 regular meeting; Second Traffic Study Requested; Second Traffic study performed November 9; Tabled at the December 13 regular meeting*

**B. Bill No 96-2010** – ordering an investigation under the authority of the Home Rule Charter Section 216, regarding the use of sewer funds **(Council Members)** *Introduced at the November 8 regular meeting; Tabled at the November 22 regular meeting; Tabled at the December 13 regular meeting*

**C. Bill No 104-2010** - establishing a four-way stop intersection at North 13th Street and Elm Street in the City of Reading, Pennsylvania **(Law/Public Works)** *Introduced at the November 22 regular meeting; Traffic Study to be distributed on 12-14-10; Tabled at the December 13 regular meeting*

**D. Bill No 105-2010** - amending the City of Reading Codified Ordinances Chapter 11 Housing Section 11- 109 (7) – Failure to Appear for Inspection and the City of Reading Fee Schedule, by increasing the fees, as required by the Act 47 Recovery Plan (CE07) adopted June 11, 2010 **(Business Analyst)** *Introduced at the December 13 regular meeting*

**E. Bill No 106-2010** - amending Codified Ordinances of the City of Reading, Chapter 6 Code Enforcement Part 2 Plumbing Code, Part 4 Electrical Code and Part 5 Mechanical Code to increase the reciprocity fees and exam fees provided for therein **(Law)** *Introduced at the December 13 regular meeting*

**F. Bill No 107-2010** - changing the curb line along the east side of 10<sup>th</sup> Street between Spruce Street and Muhlenberg Street as particularly surveyed and described herein (**Reading School District**) ***Introduced at the December 13 regular meeting***

**G. Bill No 108-2010** – removing the appeal language from the Blighted Property Review Process (**Council Staff/Law**) ***Introduced at the December 13 regular meeting***

## **10. INTRODUCTION OF NEW ORDINANCES**

**A. Ordinance** - amending the City of Reading Zoning Ordinance codified as Chapter 27 of the City of Reading ordinances to correct typographical errors, adjust and clarify the zoning ordinance adopted July 2010 and to establish requirements for nonconforming use, permit auto repair and car washes as a permitted by right use in the manufacturing-commercial zoning district, to reduce the maximum square foot of a garage /carport in the r-1a zoning district to 600 square feet, to increase the maximum square footage of a garage/carport in a r-1 zoning district to 600 square feet, establish additional requirements for newly built or placed dwelling unit in r-1 zoning district, provide for a maximum percentage of land for parking in front yard in r-2 zoning district, amend hours of operation for a social club as well as establish minimum lot area, provide maximum number of children in a day care home with lot size of less than 2500 square feet, add laundromats and personal service businesses by right in c-h zoning district, establish access requirements for multiple occupancy building, limit yard sales to four times per year per lot and two days, authorize council to make modifications of listed requirements through conditional use process, add requirements for operation of a day care, clarify measurements for fence and wall construction, limiting two access driveways, require minimum of five parking spaces for restaurants, taverns and nightclubs, and add definitions (**Law**)

### **Pending Legislation**

**Bill No 92-2010** - amending the City of Reading Codified Ordinances Chapter 1 Administration and Government, Section 186 Fiscal Provisions by providing clarifying language regarding Council approval of transfers to and from all City fund accounts (**Waltman/Council Staff**) ) ***Introduced at the October 25 regular meeting; Tabled at the November 8 regular meeting***

## **11. RESOLUTIONS**

**A. Resolution** – authorizing the disposition of tax records as attached (**Finance**)

**B. Resolution** – authorizing the agreement with the Reading Area Water Authority

as attached (**Council**)

## **12. PUBLIC COMMENT – GENERAL MATTERS**

## **13. COUNCIL BUSINESS / COMMENTS**

## **14. COUNCIL MEETING SCHEDULE**

### **Monday, December 27**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

### **Friday, December 31**

*\*\*City Hall Closed – New Year's Holiday\*\**

### **Monday, January 3**

*Administrative Oversight Committee – Council Office – 5 pm*

*Public Safety Committee – Council Office – 5 pm*

### **Thursday, January 6**

*Termination Hearing – Council Chambers – 4:30 pm*

### **Monday, January 10**

*Committee of the Whole – Council Office – 5 pm*

*Regular Meeting – Council Chambers – 7 pm*

### **Tuesday, January 25**

*Conditional Use Hearings 5 pm*

### **Wednesday, January 26**

*Zoning Amendment Hearing 5 pm*

## **15. BAC AND COMMUNITY GROUP MEETING SCHEDULE**

### **Monday, December 27**

DID Authority – Reading Eagle 3<sup>rd</sup> Floor Conference Room – noon

BARTA – BARTA Office – 3 pm

District 7 Crime Watch – Holy Spirit Church – 7 pm

### **Tuesday, December 28**

Housing Authority Workshop – WC Building – 4 pm

Housing Authority – WC Building – 5 pm

Planning Commission – Penn Room – 7 pm

Penn's Commons Neighborhood Group – Penn's Commons Meeting Room – 7 pm

### **Monday, January 3**

Centre Park Artifacts Bank – 705 N 5<sup>th</sup> St – noon

Shade Tree Commission – Planning Conference Room – 6 pm

### **Tuesday, January 4**

Charter Board – Penn Room – 7 pm

### **Wednesday, January 5**

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm

Board of Health – Penn Room – 6 pm

District 2 Crime Watch – St. Paul's Lutheran Church – 6:30 pm

### **Thursday, January 6**

Police Civil Service Board – Penn Room – noon

Glenside Community Council – Christ Lutheran Church – 6:30 pm

District 3 Crime Watch – Calvary Baptist Church – 7 pm

### **Sunday, January 9**

College Heights Community Council – Nativity Lutheran Church – 7 pm

### **Monday, January 10**

Fire Civil Service Board – Penn Room – 4 pm

6<sup>th</sup> & Amity Neighborhood & Playground Assn – 6<sup>th</sup> & Amity Fieldhouse – 6:30 pm

**City of Reading City Council  
Regular Business Meeting  
Monday, December 13, 2010**

Vaughn D. Spencer, President of Council, called the meeting to order.

The invocation was given by Dr. Sandra Fees, of the First Ukrainian Unitarian Church.

All present pledged to the flag.

**ATTENDANCE**

Council President Spencer  
Councilor Acosta, District 1  
Councilor Goodman-Hinnershitz, District 2  
Councilor Marmarou, District 4  
Councilor Reed, District 5  
Councilor Waltman, District 6  
Interim Managing Director C. Geffken  
City Auditor D. Cituk  
City Clerk L. Kelleher  
City Solicitor C. Younger  
Mayor's Assistant F. Denbowski  
Sergeant at Arms, Capt. R. Schafer  
Mayor T. McMahon

**PROCLAMATIONS AND PRESENTATIONS**

City Council issued the following commendation:

- Recognizing the achievements of Harold Leifer, accepted by Michael Leifer
- Recognizing the actions of WFMZ employees Matt Roth, Assistant News Director/WFMZ-TV; Chad Blimline, Newsroom Supervisor/Berks Edition; Patrick Manwiller, Photojournalist/Berks Edition; Jamie Wenrich, Sales Representative/Berks Edition

**PUBLIC COMMENT**

There was no public comment at this meeting.

**APPROVAL OF THE AGENDA & MINUTES**

Council President Spencer called Council's attention to the agenda for this meeting, including the legislation listed under the Consent Agenda and the minutes from the November 22<sup>nd</sup> Regular meeting of Council. He noted the need to add the following legislation to the Agenda for this meeting as follows:

- **Ordinance for Introduction**
  - Ordinance – amending the Blighted Property ordinance by removing the remaining appeal language, by State statute there is no opportunity for appeal until the eminent domain action begins.
  - Ordinance - amending the Zoning ordinance making clarifications and adding regulations regarding modular homes.
- **Consent Agenda**
  - Resolution – exonerating property taxes for the Reading School District for the former JCC building.
  - Resolution – authorizing the termination of the Letter of Credit for the Greater Berks Development Loan from 1989.

#### **Consent Agenda Legislation**

**Resolution 114-2010 - authorizing the Mayor to execute a FFY2010 (36th CD year - January 1, 2010 - December 31, 2010) Action Plan Amendment to move \$54,500 in CDBG funding from the 2010 Street Lighting activity to the Renovation of the Third and Court Streets Fire Station activity (Community Development)**

**Resolution 115-2010 –** that the Reading School District is relieved and granted a waiver of/from the requirements of posting a bond or surety pursuant to Chapter 22 Subdivision and Land Development Ordinance Section 309 Performance / Maintenance Guarantees (§22-309) of the City of Reading Codified Ordinance for development of a Playground with an address of 412 Pansy Street, Reading, Berks County, Pennsylvania per the plan approved by the City of Reading Planning Commission on May 12, 2009 **(Law)**

**Resolution 116-2010 -** that the City of Reading City Council opposes the application of Orange Stones Co. for a non-conforming use for 1711 Hampden Boulevard, Reading Berks County, Pennsylvania, before the City of Reading Zoning Hearing Board on remand by Order of the Berks County Court of Common Pleas in the matter of Orange Stones v. City of Reading Zoning Hearing Board and Jennifer Guckin City of Reading Zoning Administrator, a Mandamus Action filed by Orange Stones, Docket No. 10-17398. Be it hereby further resolved that the Solicitor of the City of Reading or his designee is hereby authorized and directed to take all necessary and appropriate action



to represent the interest of the City of Reading and this resolution before the Zoning Hearing Board in the aforesaid matter and any appeal of any decision thereof **(Law)**

**Resolution 117-2010** – exonerating property taxes for the Reading School District for the former JCC building.

**Resolution 118-2010** – authorizing the termination of the Letter of Credit for the Greater Berks Development Loan from 1989.

**Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to approve the agenda as amended, including the legislation listed under the Consent Agenda heading and the minutes from the December 13<sup>th</sup> regular meeting of Council. The motion was approved unanimously.**

## **ADMINISTRATIVE REPORT**

Mayor McMahon read the report distributed to Council at the meeting covering the following:

- Announcing the increase in some employee contributions to parking and healthcare under the Act 47 recovery plan
- Noting the success of the holiday parade sponsored by DID
- Announcing the closing of the unfunded debt bond

Councilor Goodman-Hinnershitz noted that visitors were highly impressed with the cleanliness of downtown when attending the holiday parade. She thanked DID for their superior efforts in keeping the downtown clean and safe.

## **AUDITOR'S REPORT**

City Auditor Cituk reviewed his comments on the 2011 budget and read the report distributed to Council at the meeting, covering the following:

- Collection of the Snow and Ice Grant between 2000-2010
- Collection of the Real Estate transfer tax between 2006-2010
- Plan for upcoming reports

## **ORDINANCES FOR FINAL PASSAGE**

**A. Bill No. 34-2010** – establishing a four-way stop intersection at N. 13<sup>th</sup> St and Richmond St in the City of Reading, Pennsylvania **(Public Works)** *Introduced at the July 12 regular meeting; Tabled at the July 26 regular meeting; Second Traffic Study Requested; Second Traffic study performed November 9*

Councilor Marmarou moved, seconded by Councilor Reed, to table Bill No. 34-2010.

Bill No. 34-2010 was tabled by the following vote:

Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Waltman, Spencer,  
President – 6.

Nays – None – 0.

**B. Bill No 96-2010** – ordering an investigation under the authority of the Home Rule Charter Section 216, regarding the use of sewer funds **(Council Members)** *Introduced at the November 8 regular meeting; Tabled at the November 22 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Marmarou, to table Bill No. 96-2010.

Bill No. 96-2010 was tabled by the following vote:

Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Spencer, President –  
5.

Nays – Waltman – 1.

**C. Bill No 100-2010** – establishing the Full Time Employee Positions for the City of Reading for the fiscal year 2011 **(Finance)** *Introduced at the October 4 special meeting; Tabled at the November 22 regular meeting*

Councilor Reed moved, seconded by Councilor Acosta, to enact Bill No. 100-2010.

Interim Managing Director Geffken stated that the Full-Time Position ordinance reflects the reduction of twenty-four (24) positions, moves the Property Maintenance Division to the CD, and adds a legal specialist to reduce the need for outside legal counsel. He stated that if the ordinance is enacted as presented the City will have 636 employees at the start of the 2011 calendar year.

Councilor Goodman-Hinnershitz noted the due diligence used to review the discussed ordinance. She stated that she will support the ordinance as presented with the Administration commitment of the efficiency and effectiveness of the organization and its departments. She noted the need for offices and their employees to achieve stated goals and standards throughout the calendar year.

**Bill No. 100-2010 was enacted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Spencer, President – 5**

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**Nays – Waltman – 1.**

**D. Bill No 102-2010** – establishing the Capital Improvement Plan budget for the City of Reading including capital expenditures and revenues for the fiscal year beginning January 1, 2011 and ending December 31, 2011 **(Finance)** *Introduced at the October 4 special meeting; Tabled at the November 22 regular meeting*

**Councilor Waltman moved, seconded by Councilor Acosta, to enact Bill No. 102-2010.**

Interim Managing Director Geffken noted the good and stellar review of the projects planned in the 2011 CIP. He stated that this review caused some adjustment reflected in the plan considered this evening. He stated that the CIP is a living document that can be adjusted with Council's approval throughout the calendar year.

**Bill No. 102-2010 was enacted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Waltman, Spencer, President – 6.**

**Nays – None – 0.**

**E. Bill No 103-2010** - amending Chapter 1 Administration and Government Part 5 Boards, Commissions, Committees and Councils Subpart G Planning Commission Section 1-571 Creation of Commission by reducing the number of members from seven (7) to five (5) **(Law)** *Introduced at the November 22 regular meeting*

**Councilor Reed moved, seconded by Councilor Marmarou, to enact Bill No. 103-2010.**

Councilor Reed stated that the Planning Commission supports the amendment. She noted however how that the amendment does not lessen the authority or duties of the Planning Commission. She also noted the need for the Council Administrative Oversight Committee to identify qualified candidates to serve on the Planning Commission

Council President Spencer stated that the amendment was requested to assist the Planning Commission with quorum issues.

**Bill No. 103-2010 was enacted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Waltman, Spencer, President – 6 .**

**Nays: None – 0**

**F. Bill No 104-2010** - establishing a four-way stop intersection at North 13th Street and Elm Street in the City of Reading, Pennsylvania **(Law/Public Works)** *Introduced at the November 22 regular meeting; Traffic Study to be distributed on 12-14-10*

**Councilor Goodman-Hinnershitz moved, seconded by Councilor Acosta, to tabled Bill No. 104-2010.**

**Bill No. 104-2010 was tabled by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Waltman, Spencer, President – 6.**

**Nays: None– 0.**

## **INTRODUCTION OF NEW ORDINANCES**

Council President Spencer read the following ordinances into the record:

**A. Ordinance** - amending the City of Reading Codified Ordinances Chapter 11 Housing Section 11- 109 (7) – Failure to Appear for Inspection and the City of Reading

Fee Schedule, by increasing the fees, as required by the Act 47 Recovery Plan (CE07) adopted June 11, 2010 **(Business Analyst)**

**B. Ordinance** - amending Codified Ordinances of the City of Reading, Chapter 6 Code Enforcement Part 2 Plumbing Code, Part 4 Electrical Code and Part 5 Mechanical Code to increase the reciprocity fees and exam fees provided for therein **(Law)**

**C. Ordinance** - changing the curb line along the east side of 10<sup>th</sup> Street between Spruce Street and Muhlenberg Street as particularly surveyed and described herein **(Reading School District)**

**D. Ordinance** – amending the Blighted Property ordinance by removing the remaining appeal language, by State statute there is no opportunity for appeal until the eminent domain action begins.

**E. Ordinance** - amending the Zoning ordinance making clarifications and adding regulations regarding modular homes.

## **RESOLUTIONS**

**Resolution 119–2010** - appointing Ellen Horan to the Main Street Board **(Admin Oversight)**

**Resolution 120 – 2010-** appointing Charles Broad to the Main Street Board **(Admin Oversight)**

**Resolution 121–2010** - reappointing Wayne Bealer to the Planning Commission **(Admin Oversight)**

**The Administrative Oversight Committee moved to adopt Resolutions 119-2010 – 121-2010**

Councilor Marmarou noted the skill and ability of those being appointed and reappointed this evening.

**Resolutions 119-2010 – 121-2010 were adopted by the following vote:**

**Yeas: Acosta, Goodman-Hinnershitz, Marmarou, Reed, Waltman, Spencer, President – 6.**

**Nays: None– 0.**

## **COUNCIL COMMENT**

Councilor Waltman commended the Centre Park Historic District for their annual Holiday House Tour conducted through a huge volunteer effort.

Councilor Goodman-Hinnershitz noted the upcoming Pagoda activities and the New Years Eve fireworks planned for Mount Penn.

Councilor Marmarou noted the success of the College Heights Community Council holiday party. He stated that in addition to the party the group discussed the issues pending with the Caum home and the fight against Orange Stone using the facility for something other than residential use.

Councilor Reed also congratulated the Centre Park Historic District for their annual holiday tour. She noted the great volunteer efforts that go into making this event a huge success.

Councilor Reed noted the many wonderful small business located within Reading and she suggested that when holiday shopping citizens should support those wonderful downtown business.

Council President Spencer reviewed the upcoming meeting agenda.

**Councilor Marmarou moved, seconded by Councilor Acosta, to adjourn the regular meeting of Council.**

*Respectfully submitted by Linda A. Kelleher CMC, City Clerk*



# AGENDA MEMO

## DEPARTMENT OF ADMINISTRATIVE SERVICES

**TO:** City Council  
**FROM:** Tammi Reinhart, Purchasing Coordinator  
**PREPARED BY:** Tammi Reinhart, Purchasing Coordinator  
**MEETING DATE:** December 27, 2010  
**AGENDA MEMO DATE:** December 22, 2010  
**RECOMMENDED ACTION:** Awarding of Contract for the 9<sup>th</sup> and Marion, 8<sup>th</sup> and Court and Reed and Walnut Roof Improvement Project.

### RECOMMENDATION

The recommendation is to award the contract to Big Star Construction, 270 Lawrence Road, Lawrence, NJ 08648 for the 9<sup>th</sup> and Marion, 8<sup>th</sup> and Court and Reed and Walnut Roof Improvement Project for the Departments of Public Works and Community Development.

### BACKGROUND

Bids for Roof Improvement Project for the Departments of Public Works and Community Development were received on December 21, 2010. The bid award is based on the roof improvement project for the various Firehouses and EMS Station.

A copy of the Schedule of Bids is attached for your review.

### BUDGETARY IMPACT

The Departments of Community Development and Public Works and Accounting have confirmed that there are funds sufficient for this contract in the HUD-CDBG funding.

### PREVIOUS ACTION

None

### SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the December 27, 2010 meeting.

**RECOMMENDED BY**

Mayor, Managing Director, Directors of Administrative Services, Community Development and Public Works

**RECOMMENDED MOTION**

Approve/Deny the recommendation for the Roof Improvement Projects in order that the contract may be awarded to Big Star Construction.

cc: File



December 21, 2010

To the Mayor  
City Hall  
Reading, PA

The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

**BID NO. 1101-10 FOR THE ROOF PROJECTS AT THE 9<sup>TH</sup> AND MARION FIRE HOUSE, 8<sup>TH</sup> AND COURT FIRE HOUSE AND THE REED AND WALNUT EMS STATION FOR THE DEPARTMENT OF PUBLIC WORKS, CITY OF READING, PENNSYLVANIA.**

**BIDDER**

**TOTAL BID**

Big Star Construction  
270 Lawrence Road  
Lawrence, NJ 08648

\$86,470.00

Salata Construction  
310 Church Lane  
Reading, PA 19606

\$ 86,960.00

Hutchinson Construction, LLC  
150 Oakmont Drive  
Hazelton, PA 18202

\$120,340.00

TAMMI REINHART  
Purchasing Coordinator

**RESOLUTION NO. \_\_\_\_\_ 2010**

**AUTHORIZATION ENTER INTO  
CONTRIBUTION AGREEMENT**

**NOW THEREFORE, THE CITY OF READING CITY COUNCIL HEREBY  
RESOLVES:**

That the City of Reading is authorized to enter into a Contribution Agreement with the Commonwealth of Pennsylvania Department of Transportation (PennDOT), attached hereto as Exhibit "A," establishing the contribution of PennDOT (80%) and the City of Reading (20%) for funding of the study phase for extension of River Road in Reading, Berks County, Pennsylvania estimated cost of \$172,007.73. City Council further resolves to authorize the Mayor to execute any documentation necessary for the City to enter into said contribution agreement.

Passed Council \_\_\_\_\_, 2010

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

# **EXHIBIT A**

AGREEMENT NO. 057224

COUNTY: Berks  
MUNICIPALITY: "CITY OF READING"

FID NO. 23-6001907  
SAP VENDOR NO. 138883

MPMS NO. 70274

### **CONTRIBUTION AGREEMENT**

THIS AGREEMENT, made and entered into \_\_\_\_\_ day of \_\_\_\_\_, \_\_, by and between the Commonwealth of Pennsylvania acting through the Department of Transportation ("DEPARTMENT"),

AND

The City of Reading, Berks County, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials ("CITY").

#### **WITNESSETH:**

WHEREAS, the DEPARTMENT and CITY will enter into, or have entered into, a traditional reimbursement agreement under which the DEPARTMENT, utilizing federal funds, will reimburse the CITY's eligible costs associated for all phases of the State Route (SR) 183 River Road Extension Project (the "PROJECT"), excepting the study phase ("Study Phase"); and,

WHEREAS, the DEPARTMENT will, by way of separate agreement with its consultant, bear the costs associated with the Study Phase of the PROJECT, subject to federal-aid participation and the CITY's contribution of funds under this Agreement; and,

WHEREAS, the Transportation, Community, and System Preservation Program (TCSP), authorized by Section 1117 of the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users, Pub. L. 109-203, has authorized appropriations to fund eighty percent (80%) of the cost of the Study Phase of the PROJECT;

WHEREAS, the total estimated cost of the Study Phase is One Hundred Seventy-two Thousand Seven Dollars and Seventy-three Cents (\$ 172,007.73); and the estimated amount of federal-aid participation, representing eighty percent (80%) of the cost, is One Hundred Thirty-Seven Thousand Six Hundred Six Dollars and Eighteen Cents (\$137,606.18) ; and,

WHEREAS, the CITY will pay to the DEPARTMENT, by way of contribution, subject to the terms and conditions of this Agreement, twenty percent (20%) of the actual total cost of the Study Phase of the PROJECT and,

WHEREAS, the parties enter into this Agreement to set forth the performance obligations and financial responsibilities for the PROJECT.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following:

1. The foregoing recitals are incorporated by reference as a material part of this Agreement.
2. The DEPARTMENT, by contract or with its own forces, shall conduct the Study Phase for the PROJECT.

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3. The estimated cost of the PROJECT's Study Phase is One Hundred Seventy-two Thousand Seven Dollars and Seventy-three Cents (\$172,007.73), as shown on Exhibit "A," which is attached to and made part hereof.
4. The DEPARTMENT will, through TCSP funding, bear eighty percent (80%) of the costs of the Study Phase of this Project, estimated to be One Hundred Thirty seven Thousand Six Hundred Six Dollars and Eighteen Cents (\$137,606.18).
5. The CITY shall contribute twenty percent (20%) of the actual costs of the Study Phase of this PROJECT, which are estimated to be Thirty-four Thousand Four Hundred One Dollars and Fifty-five Cents. (\$34, 401. 55), as set forth in Exhibit "A".
6. Upon completion of the Study Phase of this PROJECT, the DEPARTMENT shall submit an invoice to the CITY for the costs the CITY is obligated to pay as set forth in Paragraph 5. The CITY agrees to make payment within thirty (30) days of receipt of invoice by the DEPARTMENT. The parties agree that, if the actual total costs of the Study Phase exceed the estimate of \$172,007.73, the amount for which the CITY is financially responsible shall not exceed 20% of the actual total costs.
7. The CITY, by executing this Agreement, certifies that it has on hand sufficient funds to meet all of its obligations for the PROJECT, as set forth in Paragraph 5.
8. All invoices, payments, and notices under this Agreement shall be deemed to have been duly delivered (a) if personally delivered; (b) if sent, postage prepaid, by United States

certified mail; or (c) if sent by a courier service that guarantees next day delivery, to the addresses appearing below:

**To CITY:**

**City of Reading  
815 Washington Street,  
Reading, PA 19601**

**To DEPARTMENT:**

**Engineering District 5-0  
1002 West Hamilton Street  
Allentown PA 18101**

or to such other addresses as the parties may provide to each other in writing from time to time.

9. The DEPARTMENT may terminate this Agreement if funds are not provided for the PROJECT. Termination shall be effected by delivery to the CITY of a Notice of Termination specifying the reason for termination and the date such termination is to be effective. If the DEPARTMENT terminates the Agreement, the CITY shall compensate the DEPARTMENT, in accordance with Paragraph 5, for work performed or for services provided prior to the date of the notice of termination or such other date as the notice of termination shall specify.
10. Nothing contained in the Agreement shall be deemed to be a waiver by the DEPARTMENT of its discretion to abandon or postpone the PROJECT.
11. The parties shall address the other phases of the PROJECT at a later time through a separate agreement.

12. If the CITY fails to perform any of the terms, conditions or provisions of the Agreement or its supplements, including, but not limited to, any default of payment for a period of forty-five (45) days, the CITY authorizes the DEPARTMENT to withhold so much of the CITY's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse the DEPARTMENT in full for all costs due hereunder; and the CITY does hereby and herewith authorize the DEPARTMENT to withhold such amount and to apply such funds, or portion thereof, to remedy such default.
13. The CITY shall indemnify, save harmless and defend (if requested) the Commonwealth of Pennsylvania, the DEPARTMENT, and all of their officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property, arising out of, resulting from or connected with the design, right-of-way acquisition, utility relocation, construction and/or maintenance of the PROJECT, by or from the CITY, the CITY's consultant(s) and/or contractor(s), their officers, agents and employees, whether the same be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the CITY and/or the CITY's consultant and/or contractor(s), their officers, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.
14. The CITY shall comply with the Contractor Integrity Provisions, the Provisions Concerning the Americans with Disabilities Act, the Nondiscrimination/Sexual



Harassment Clause and the Contractor Responsibility Provisions attached as Exhibits “B,” “C,” “D” and “E,” respectively, all of which are made part hereof.

15. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Contract/Agreement. Therefore, this Contract/Agreement is subject to, and the CITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “F” and made a part of this Contract/Agreement. As used in this exhibit, the term “Contractor” refers to the CITY.
16. The parties agree that the laws of the Commonwealth of Pennsylvania govern the terms and conditions of this Agreement.
17. This Agreement will not be effective until all necessary Commonwealth officials as required by law have executed it. Following full execution, the DEPARTMENT will insert the effective date at the top of Page 1. This Agreement shall remain in effect until the Study Phase of the PROJECT is abandoned or completed, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this agreement the date first above written.

ATTEST:

CITY OF READING

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*If a Corporation, the President or Vice-President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; is a partnership, only one partner need sign; is a limited partnership, only the general partner need sign.*

DO NOT WRITE BELOW THIS LINE – FOR DEPARTMENT USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS ARE  
AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_

By \_\_\_\_\_  
Deputy Chief Counsel Date

SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

By \_\_\_\_\_  
Deputy General Counsel Date

By \_\_\_\_\_  
Comptroller Operations Date

By \_\_\_\_\_  
Deputy Attorney General Date

**Exhibit "A"**

Berks County  
City of Reading  
SR 0183-PRE, River Road Ext.

	<u>TCSP</u>	<u>PENNDOT</u>	<u>CITY</u>	<u>TOTAL</u>
<b>STUDY</b>	<b>\$137,606.18</b>	<b>00%</b>	<b>\$34,401.55</b>	
<b>\$172,007.73</b>				
Right-of-Way				
Utilities				
Construction				
Construction				
Inspection				
<b>Totals</b>	<b>\$137,606.18</b>	<b>00%</b>	<b>\$34,401.55</b>	<b>\$172,007.73</b>

Cost Sharing of Project Costs

TCSP	(80%)	\$137,606.18
Department Share	(00%)	\$000,000.00
City Share	(20%)	<u>\$ 34,401.55</u>
<b>Total</b>		<b>\$172,007.73</b>

**Agreement No. 01270, WO#11 MPMS Number 70274**, is split **80%**, expenditure amount of **\$137,606.18**, for **TCSP Funds** and **20%**, expenditure amount of **\$34,401.55**, for City Funds. There is no State Assistance name or number as there are no state funds assigned to this project.

**Exhibit "A"**

### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct*, *Executive Order 1980-18*, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct*, *Executive Order 1980-18*, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - (1) obtaining;
  - (2) attempting to obtain; or
  - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions

known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

- a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
- b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an

amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - f. "Immediate family" means a spouse and any unemancipated child.



- g.** “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h.** “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

January 16, 2001

PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

#### **NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15<sup>th</sup> of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

#### **Exhibit "D"**

### **Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

**EXHIBIT "E"**

**Contract Provisions – Right to Know Law 8-K-1532**

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Contract/Agreement. Therefore, this Contract/Agreement is subject to, and the "City Of reading" shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "\_F\_" and made a part of this Contract/Agreement. As used in this Contract/Agreement, the term "Contractor" refers to the "City Of reading"

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**EXHIBIT "F"**

Page - 2 - of 2

**TO:** City Council  
**FROM:** Frank Denbowski, Chief of Staff  
**PREPARED BY:** Cindy DeGroote, Grants Coordinator  
**MEETING DATE:** December 27, 2010  
**AGENDA MEMO DATE:** December 22, 2010  
**REQUESTED ACTION:** Council approve a resolution to authorize the City of Reading to file Redevelopment Assistance Capital Program Grants for the following: the Reading Public Library's Main Branch, the Opportunity House 2<sup>nd</sup> Street Learning Center, the Berks Women in Crisis Center Shelter, and the Community Foundation Headquarters/Conference Center

### **RECOMMENDATION**

The Administration recommends Council approve a resolution authorizing the City of Reading to file four funding proposals through the State Redevelopment Assistance Capital Program to receive funding (\$250,000.00) for the renovation of the Reading Public Library's Main Branch, funding (\$250,000.00) for the renovation of facilities for the Opportunity House 2<sup>nd</sup> Street Learning Center, funding (250,000.00) for the construction of the Berks Women in Crisis Center Shelter, and funding (\$250,000.00) for the construction of the Community Foundation Headquarters/Conference Center.

### **BACKGROUND**

The State Redevelopment Assistance Capital Program provides funding to assist local communities in revitalizing their economy. The capital projects at the Reading Public Library's Main Branch, the Opportunity House 2<sup>nd</sup> Street Learning Center, the Berks Women in Crisis Center Shelter, and the Community Foundation Headquarters/Conference Center are eligible projects for such assistance.

### **BUDGETARY IMPACT**

None

### **PREVIOUS ACTION**

None

### **SUBSEQUENT ACTION**

None

### **REVIEWED BY**

Interim Managing Director and Mayor

### **RECOMMENDED MOTION**

Approve/Deny the resolution to authorize the City of Reading to file Redevelopment Assistance Capital Program grant proposals for the Reading Public Library's Main

Branch, the Opportunity House 2<sup>nd</sup> Street Learning Center, the Berks Women in Crisis Center Shelter, and the Community Foundation Headquarters/Conference Center.



**RESOLUTION \_\_\_\_\_**  
**CITY OF READING CITY COUNCIL**

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program ("RACP"); and

WHEREAS, the City of Reading has identified the Reading Public Library's Main Branch Renovation Project as a project eligible for such assistance (the "Project"); and

WHEREAS, the Project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact through the enhancement of the Reading Public Library's Main Branch.

NOW THEREFORE BE IT RESOLVED, that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for the Reading Public Library's Main Branch Renovation Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania.

Adopted on \_\_\_\_\_, 2010

\_\_\_\_\_  
Vaughn Spencer  
President of Council

ATTEST:

\_\_\_\_\_  
Linda A Kelleher  
City Clerk

**RESOLUTION \_\_\_\_\_**  
**CITY OF READING CITY COUNCIL**

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program ("RACP"); and

WHEREAS, the City of Reading has identified the Opportunity House 2<sup>nd</sup> Street Learning Center Renovation Project as a project eligible for such assistance (the "Project"); and

WHEREAS, the Project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact through the enhancement of the Opportunity House 2<sup>nd</sup> Street Learning Center.

NOW THEREFORE BE IT RESOLVED, that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for the Opportunity House 2<sup>nd</sup> Street Learning Center Renovation Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania.

Adopted on \_\_\_\_\_, 2010

\_\_\_\_\_  
Vaughn Spencer  
President of Council

ATTEST:

\_\_\_\_\_  
Linda A Kelleher  
City Clerk

**RESOLUTION \_\_\_\_\_**  
**CITY OF READING CITY COUNCIL**

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program ("RACP"); and

WHEREAS, the City of Reading has identified the Berks Women in Crisis Center Shelter Construction Project as a project eligible for such assistance (the "Project"); and

WHEREAS, the Project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact through the construction of the Berks Women in Crisis Center Shelter

NOW THEREFORE BE IT RESOLVED, that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for Berks Women in Crisis Center Shelter Construction Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania.

Adopted on \_\_\_\_\_, 2010

\_\_\_\_\_  
Vaughn Spencer  
President of Council

ATTEST:

\_\_\_\_\_  
Linda A Kelleher  
City Clerk

**RESOLUTION \_\_\_\_\_**  
**CITY OF READING CITY COUNCIL**

WHEREAS, the Pennsylvania Capital Facilities Debt Enabling Act authorizes funding for eligible economic development capital projects through the Redevelopment Assistance Capital Program ("RACP"); and

WHEREAS, the City of Reading has identified the Community Foundation Headquarters/Conference Center Construction Project as a project eligible for such assistance (the "Project"); and

WHEREAS, the Project will provide employment opportunities, promote economic development in the City of Reading and have a regional, multi-jurisdictional impact through the construction of the Community Foundation Headquarters/Conference Center.

NOW THEREFORE BE IT RESOLVED, that the Mayor is authorized to file an application for RACP funds in the amount of \$250,000.00 for the Community Foundation Headquarters/Conference Center Construction Project. The Mayor is further authorized to execute any and all necessary documents as required by the Commonwealth of Pennsylvania.

Adopted on \_\_\_\_\_, 2010

\_\_\_\_\_  
Vaughn Spencer  
President of Council

ATTEST:

\_\_\_\_\_  
Linda A Kelleher  
City Clerk

RESOLUTION NO. \_\_\_\_\_ 2010

**AUTHORIZING THE SCHEDULING OF A PUBLIC HEARING ON WEDNESDAY, JANUARY 26, 2010, THE ADVERTISEMENT OF, AND FORWARDING FOR COMMENT THE AMENDMENT TO THE ZONING ORDINANCE WHICH WILL CORRECT TYPOGRAPHICAL ERRORS AND PROVIDES CLARIFICATION.**

**THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:**

That the City Clerk and/or the City Zoning / Planning Division is hereby authorized to perform the following actions as required by Section 53 PS § 609 Pennsylvania Municipalities Planning Code and all other requirements of the Pennsylvania Municipalities Planning Code in regard to the proposed amendment to the Zoning Ordinance which will correct typographical errors and provide clarification

1. Schedule a hearing on Wednesday, January 26, 2010 at 5 p.m. in the Council Chambers, City Hall;
2. Advertise and provide public notice of the scheduled hearing; and
3. Forward a copy of the proposed Ordinance Amendment to the Berks County Planning Commission and City of Reading Planning Commission requesting their comment.

Adopted by Council \_\_\_\_\_, 2010

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(Council Staff)

ORDINANCE NO. \_\_\_\_\_-2010

**AN ORDINANCE ESTABLISHING A FOUR-WAY STOP INTERSECTION AT N. 13<sup>TH</sup> ST AND RICHMOND ST IN THE CITY OF READING, PENNSYLVANIA**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION ONE.** Intersection of North 13<sup>th</sup> Street and Richmond Street is hereby established as a four-way stop intersection.

**SECTION TWO.** Drivers of all vehicles approaching said intersections shall come to a complete stop and not proceed into said intersection until it can be done with safety, as provided in the Pennsylvania Motor Vehicle Code.

**SECTION THREE.** This ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted by Council \_\_\_\_\_, 2010

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL NO. \_\_\_\_\_-2010**  
**A N O R D I N A N C E**

**IN ACCORDANCE WITH THE CITY OF READING HOME RULE CHARTER  
SECTION 210 - INVESTIGATIONS, CITY COUNCIL AUTHORIZES AN  
INVESTIGATION, AUDIT, AND STUDY OF THE UNAUTHORIZED USE OF  
SEWER FUNDS BY THE CITY ADMINISTRATION.**

**THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:**

**Section 1.** In accordance the City of Reading Home Rule Charter Section 210 – Investigations, City Council hereby authorizes an investigation as follows:

1. That an independent investigation of the City of Reading Mayor’s Office, Managing Director’s office, the Finance Department, and all other city and non-city entities or persons who may have used, or collaborated on the use, of the City of Reading sewer funds, the planning on the use of those funds, and the longer term strategies regarding explanation and/or payment options to the City of Reading residents and City Council. The scope should include but not be limited to determining the following:
  - a. Who(m) ultimately directed the use of the sewer funds outside of the governing laws of the City of Reading?
  - b. Who(m) decided and collaborated not to include City Council in the financial decision making process?
  - c. What criteria were used to determine the funds should be taken?
  - d. What budget amendments were suggested to address the related financial concerns?
  - e. Why no efforts were made to meet with City Council to discuss more appropriate actions?
  - f. What entities or organizations (internal and external) were utilized for guidance in the decisions?
  - g. What controls existed in the spending of those dollars?
  - h. What analysis was done to identify the original revenue weaknesses?
  - i. Who, if anyone, provided any legal guidance to those involved?



- j. What financial trail exists to determine the dollars were appropriately spent?
  - k. Was there in any way a deliberate and conspiring effort to not inform City Council of the actions that were being taken?
  - l. What was the complete financial impact/exposure to the City of Reading due to loss revenue, lack of budget adjustments, legal and financial costs, interest payments on replacement costs, and any and all other related costs to this matter.*
  - m. What, if any, actions could be taken to remedy any losses, liabilities and costs that were a result of any inappropriate, illegal, or malfeasant behavior(s) that may be determined.*
  - n. What systemic changes could be taken to assure the general public any inappropriate, illegal, or malfeasant behaviors that may be found could be implemented.*
2. That City Council agrees to retain an independent individual and/or investigative organization to conduct the investigation of the use of the City of Reading sewer funds and to determine any and all City of Reading Charter violations or violations of law.
  3. That all powers provided by Section 210 of the City of Reading Home Rule Charter be utilized as necessary to obtain a sufficient investigation.
  4. That all City of Reading employees cooperate with the investigation.

**SECTION 2:** Also in accordance with the City of Reading Home Rule Charter Section 210 – Investigations, City Council authorizes the expenditure of City funds to undertake the investigation of the use of Sewer Funds as set forth herein.

**SECTION 3:** This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2010

\_\_\_\_\_

President of Council

Attest:

\_\_\_\_\_  
City Clerk

(Members of Council)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

ORDINANCE NO \_\_\_\_\_ - 2010

**AN ORDINANCE ESTABLISHING A FOUR-WAY STOP INTERSECTION  
AT NORTH 13<sup>TH</sup> STREET AND ELM STREET IN  
THE CITY OF READING, PENNSYLVANIA**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS  
FOLLOWS:**

**SECTION ONE:** The intersection of North 13<sup>th</sup> Street and Elm Street in the City of Reading, Berks County, Pennsylvania is hereby established as a four-way stop intersection.

**SECTION TWO:** Drivers of all vehicles approaching the intersection of North 13<sup>th</sup> Street and Elm Street shall come to a complete stop and not proceed into said intersection until it can be done safely, as provided in the Pennsylvania Motor Vehicle Code, 75 Pa.C.S. § 101 et seq.

**SECTION THREE:** This Ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted by Council \_\_\_\_\_, 2010

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

BILL NO. \_\_\_\_\_ 2010

AN ORDINANCE

AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES CHAPTER 11 HOUSING SECTION 11- 109 (7) – FAILURE TO APPEAR FOR INSPECTION AND THE CITY OF READING FEE SCHEDULE, BY INCREASING THE FEES, AS REQUIRED BY THE ACT 47 RECOVERY PLAN (CE07) ADOPTED JUNE 11, 2010

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

**SECTION 1.** Amending the City of Reading Codified Ordinances Chapter 11 Housing Section 11- 109 (7) – Failure To Appear for Inspection and the City of Reading Fee Schedule by increasing the fees, as required by the Act 47 Recovery Plan (CE07) adopted June 11, 2010 as follows

**7. Failure to Appear for Inspection.** If the owner or his/her local responsible agent cannot be available at the proposed time, said owner or representative shall provide no less than 24-hour written notice to the Property Maintenance Division Upon failure to give such written notice or upon failure to gain entry, an administrative fee of ~~\$50~~ **\$150** will be assessed against the owner or the representative of the owner failing to supply written notice or appear. ~~For each rescheduling beyond the second rescheduling an administrative fee of \$100 shall be assessed in all cases.~~ **If the property owner or his representative fails to appear for the second scheduled inspection an administrative fee of \$250 will be assessed against the property owner. If the property owner or his representative fails to appear for the third scheduled inspection, the City shall file a suit with the Magisterial District Justice seeking a minimum fee of \$400.** Failure to pay administrative fees shall at the discretion of the Code Official constitute a violation of this Code or the City of Reading Property Maintenance Code. Failure of an owner or his/her local responsible agent to appear for an inspection as part of an initial application or renewal inspection as required to obtain a rental registration and the time necessary to reschedule an inspection shall extend the time provided the City of Reading to schedule an inspection per said requirements and make a determination on an application. Additionally, failure of an owner or his/her local responsible agent to

appear for a scheduled inspection shall be considered probable cause for obtaining a search warrant to inspect the premises. [Ord. 22-2009]

**SECTION 2. REPEALER.** All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**SECTION 3.** This ordinance shall become effective ten (10) days after its adoption, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted \_\_\_\_\_, 2010

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
City Clerk

(Business Analyst & Council Staff)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## AGENDA MEMO

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TO: CITY COUNCIL  
FROM: MICHELLE R. MAYFIELD, ESQUIRE  
PREPARED BY: MICHELLE R. MAYFIELD, ESQUIRE  
MEETING DATE: DECEMBER 6, 2010  
AGENDA MEMO DATE: DECEMBER 6, 2010

---

**REQUESTED ACTION:** Council approve an ordinance Amending Chapter 6 Part 2 Plumbing Code, Part 4 Electrical Code and Part 5 Mechanical Code as well as the City of Reading Fee Schedule to increase the fee for the requisite reciprocity fees and exam fees provided for in said Ordinances by \$5.00.

**RECOMMENDATION:** Administration recommends that Council approve the adoption of the Ordinance.

**BACKGROUND:** The increase is requested because as of January 1, 2011 the price for all construction catalog exams increased by \$5.00 per base exam from the Prometric testing company which is utilized by the City in the undertaking of these exams and thus the City fees should match this cost.

**BUDGETARY IMPACT:** Failure to adopt this Ordinance will have a negative impact on the budget as the City will absorb the \$5.00 cost per exam for the approximately 100 – 120 exams given per year.

**PREVIOUS ACTION:** None.

**SUBSEQUENT ACTION:** Council consider this Ordinance for adoption at its next regular scheduled meeting following discussion of the same.

**RECOMMENDED BY:** Chief Building Official, Mechanical Inspector, Electrical Inspector, Plumbing and City Legal Specialist recommend the adoption of this Ordinance.

**RECOMMENDED MOTION:** Approve the adoption of the Ordinance amending Chapter 6 Part 2 Plumbing Code, Part 4 Electrical Code and Part 5 Mechanical Code as well as the City of Reading Fee Schedule to increase the fee for the requisite reciprocity fees and exam fees provided for in said Ordinances by \$5.00.

BILL NO. \_\_\_\_\_

AN ORDINANCE AMENDING CODIFIED ORDINANCES OF THE CITY OF READING, CHAPTER 6 CODE ENFORCEMENT PART 2 PLUMBING CODE, PART 4 ELECTRICAL CODE AND PART 5 MECHANICAL CODE TO INCREASE THE RECIPROCITY FEES AND EXAM FEES PROVIDED FOR THEREIN

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 6 Code Enforcement of the City of Reading Codified Ordinances is amended as follows:

**Part 2 International Plumbing Code** as adopted and amended  
by the City of Reading

§5-202 Amendments

A. Administration

**4. SECTION 104 Duties and Powers of the Code Official**

*ADD ADM 104.3.1 Licenses is amended to increase the Reciprocity Fee and Exam Fee for a Journeyman Plumber, Appliance Contractor Plumbing and Appliance Installer Plumbing from \$65.00 to \$75.00.*

**(a) General License Information**

<u>License</u>	<u>Reciprocity Fee</u>	<u>Exam Fee</u>
Journeyman Plumber	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00
Appliance Contractor Plumbing	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00
Appliance Installer Plumbing	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00



**Part 4 International Electrical Code** as adopted and amended  
by the City of Reading

§5-402 Amendments

9. Section 702 Required Inspections

H. **702.9, Trades Reciprocity, Examination and Annual Fees** is amended to increase the Reciprocity Fee and Exam Fee for a Journeyman Electrician, Special Electrician, Electrical Installer A, B and C from \$65.00 to \$75.00.

**TRADES RECIPROCITY, EXAMINATION AND ANNUAL FEES**

<i>License</i>	<i>Reciprocity Fee</i>	<i>Exam Fee</i>
<i>Journeyman Electrician</i>	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00
<i>Special License</i>	-----	-----
<i>Special Electrician</i>	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00
<i>Electrical Installer A</i>	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00
<i>Electrical Installer B</i>	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00
<i>Electrical Installer C</i>	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00

**Part 5 International Mechanical Code** as adopted and amended  
by the City of Reading

§5-502 Amendments

I. **Section 110, Licenses and Examinations.**

**110.1, General License Information** is amended to increase the Reciprocity Fee and Exam Fee for a Mechanical Journeyman from \$65.00 to \$75.00.

(b) License Fees

License	Reciprocity	Exam Fee
Mechanical Journeyman	<del>75.00</del> \$80.00	<del>75.00</del> \$80.00

SECTION 2. The Fee Schedule of the City of Reading is also amended in accordance herewith.

SECTION 3. All other provisions of Chapter 6 of the City of Reading Codified Ordinance shall remain effective.

SECTION 4. If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 5. This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Adopted \_\_\_\_\_, 2010

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_  
Date: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA CHANGING THE CURB LINE ALONG THE EAST SIDE OF 10<sup>TH</sup> STREET BETWEEN SPRUCE STREET AND MUHLENBERG STREET AS PARTICULARLY SURVEYED AND DESCRIBED HEREIN.

WHEREAS, pursuant to the Third Class City Code, 53 Pa. C.S. §37918, the Council of the City of Reading (“Council”), upon Petition by owners of property abutting the proposed street to be vacated, may, by Ordinance, vacate the street described in said Petition; and

WHEREAS, 10<sup>th</sup> Street is located within the City of Reading; and

WHEREAS, the Reading School District is in the process of having Plans approved for the remodeling and addition to the Amanda Stout Elementary School which is located along 10<sup>th</sup> Street in the City of Reading; and

WHEREAS, as part of the remodeling and addition to the Amanda Stout Elementary School the Reading School District proposes a change to the curb line along 10<sup>th</sup> Street between Spruce Street and Muhlenberg Street; and

WHEREAS, upon review of the Site Plan for the additions and remodeling of Amanda Stout Elementary School, Council believes that it is in the best interest of the residents of the City of Reading that the curb line along 10<sup>th</sup> Street between Spruce Street and Muhlenberg Street be changed as particularly surveyed and described herein.

BE IT ENACTED AND ORDAINED, by the Council of the City of Reading, Berks County, Pennsylvania (“City”) as follows,

Section 1. Pursuant to 53 Pa. C.S. §37918 of the Third Class City Code, Council hereby approves the changes to the curb line along the east side of 10<sup>th</sup> Street

between Spruce Street and Muhlenberg Street as particularly surveyed and described herein and attached to this Ordinance as Exhibit "A" and incorporated herein by referenc.

Section 2. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 3. The provisions of this Ordinance are severable and if any provisions, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or entity, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, section or parts of this Ordinance.

Section 4. This Ordinance shall become effective in accordance with applicable law.

ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_,  
2010.

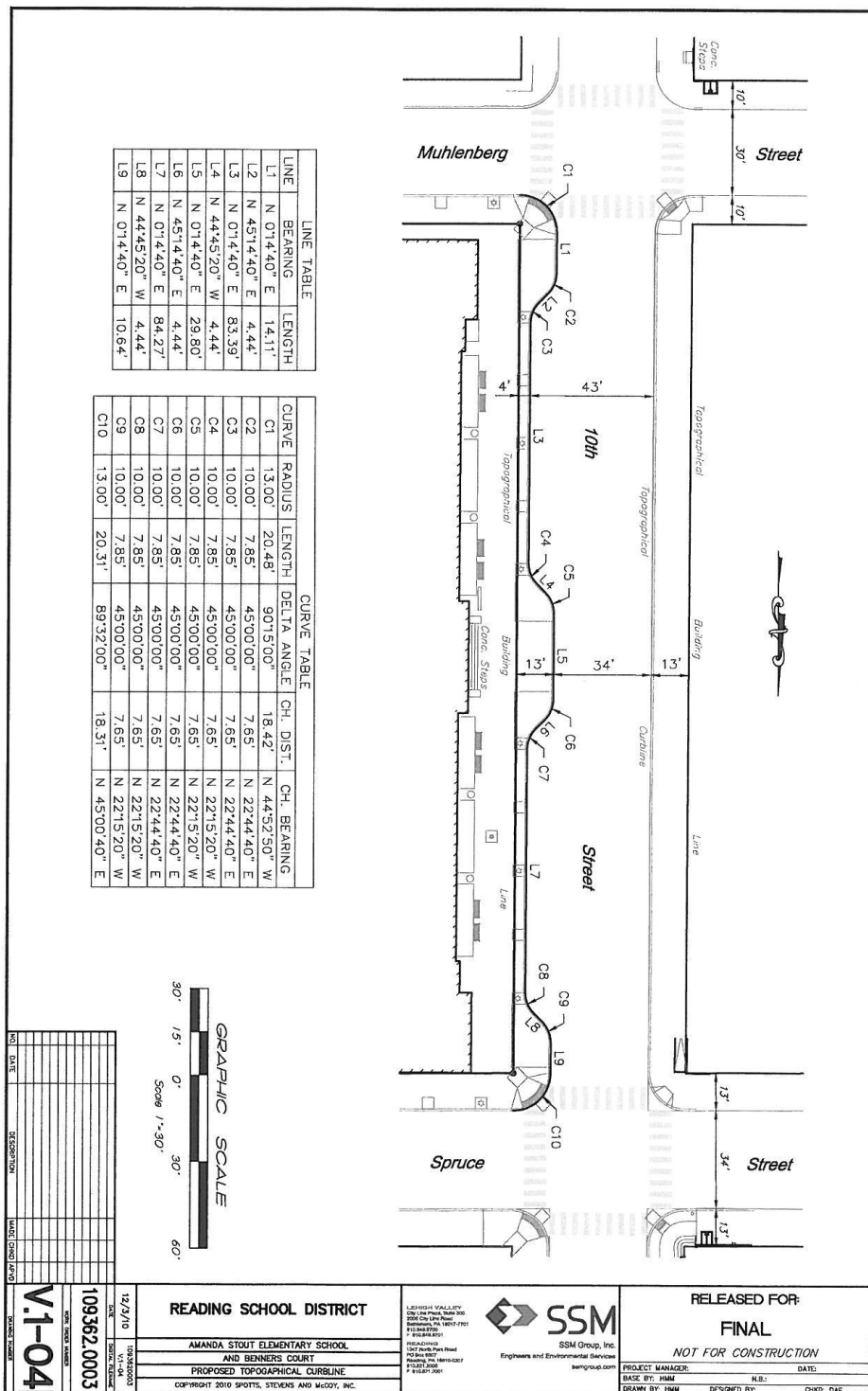
COUNCIL OF CITY OF READING,  
BERKS COUNTY, PENNSYLVANIA

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
President of Council

**EXHIBIT “A”**



BILL NO. \_\_\_\_\_-2010

**A N O R D I N A N C E**

**AN ORDINANCE AMENDING CHAPTER 1 ADMINISTRATION AND GOVERNMENT PART 5 BOARDS, COMMISSIONS, COMMITTEES AND COUNCILS SUBPART D BLIGHTED PROPERTY REVIEW COMMITTEE BY REMOVING ALL LANGUAGE REGARDING AN PROCESS, AS ATTACHED IN EXHIBIT A.**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 1 Administration and Government Part 5 Boards, Commissions, Committees and Councils Subpart D Blighted Property Review Committee of the City of Reading Codified Ordinances is hereby amended to remove all language regarding an appeal process as attached in Exhibit A.

**SECTION 2:** All relevant ordinances, regulations, remaining sections of Chapter 1 Administration and Government Part 5 Boards, Commissions, Committees and Councils Subpart D Blighted Property Review Committee Section 1-156 Restrictions and policies of the City of Reading, Pennsylvania not amended hereby shall remain in full force and effect.

**SECTION 3:** If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 4:** This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2010

\_\_\_\_\_  
Council President

Attest:

\_\_\_\_\_  
City Clerk

(Council Staff)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_



Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### **D. Blighted Property Review Committee.**<sup>80</sup>

#### **§1-541. Short Title.**

This Part 5D shall be known as and may be cited as the “Blighted Property Review Committee Ordinance.” (*Ord. 65-2006, 10/23/2006, §2*)

#### **§1-542. Purpose.**

The purpose of these provisions are to establish a Blighted Property Review Committee of the City of Reading to implement provisions of the Urban Redevelopment Law of 1945, as amended by Act 94 of 1978, further amended by Act 113 of 2002, promoting reuse and reinvestment in properties in the City of Reading.

(*Ord. 65-2006, 10/23/2006, §2*)

#### **§1-543. Creation, Members, Duties, Term and Expenditures of the Blighted Property Review Committee.**

There is hereby established a “Blighted Property Review Committee” (hereinafter “Committee”).

**A. Duties.** The Committee will be responsible for the certification to the Redevelopment Authority of all properties deemed to be vacant or abandoned.

**B. Membership.** The Committee shall be composed of not less than four, and no more than seven members, who shall served without compensation. The Committee shall include at least one member of the Governing Body, a representative of the Redevelopment Authority, a representative of the Planning Commission, a representative to be designated by the Mayor, and citizen representatives of the City of Reading. Except for the member of the Governing Body, members shall be appointed by the Mayor. In the event mayoral

appointment does not occur Council may appoint unfilled positions. In all cases members are approved by Council.

**C. Terms.** The term of each member shall be for a period of four (4) years and until their successor is appointed. A member may be re-appointed upon expiration of their term. The position of any member of the Committee appointed in their capacity as a member of the governing body, representative of the Redevelopment Authority, representative of the Planning Commission, representative designated by the Mayor, who ceases to be so engaged shall be automatically considered vacant. An appointment to fill a vacancy shall be only for the unexpired portion of the term. (*Ord 62-2010; 8-23-2010*)

**D. Organization of the Committee.** The Committee shall establish its own by-laws, establish offices, and elect officers from its own membership. For the conduct of any meeting and the taking of any action, a quorum shall be not less than a majority of the Committee as a whole. For the purpose of this Part, the Committee will be able to begin holding meetings as soon as a majority of the members have been appointed and approved by Council. Any action taken at any meeting shall require the affirmative vote of a majority of the Committee as a whole. No member of the Committee shall be permitted to take part in the discussion or vote on any property in which said member has any financial interest, direct or indirect. The Committee shall keep full public records of its business and shall submit a report of its activities to City Council at least once a year.

**E. Removal of Members. Removal of Members** - Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received fifteen days advance notice of the intent to take such vote. Failure of a member to attend three (3) consecutive regular meetings of the Board will constitute grounds for immediate removal from the Board by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Board by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position. (*Ord 49-2010; 8/9/2010*)

**F. Expenditure for Services.** City Council may appropriate funds for legal, secretarial, clerk, consultant, and other technical assistance, and for the acquisition and maintenance of blighted properties, and any other such expenses incurred in the pursuit of achieving the aims of this Part. (*Ord. 65-2006, 10/23/2006, §2*)

#### **§1-544. Definitions.**

For the purpose of this Part, all words used in present tense include the future tense. All words in the plural number include the singular number and all words in the singular number include the plural number, unless the natural construction of the word clearly indicates otherwise. The word “shall” is mandatory and not discretionary. The word “used” includes designated, intended, built, or arranged to be used.”

**Blighted property** - shall include:

- (1) Any premises which because of physical condition or use is regarded as a public nuisance at common law, or has been declared a public nuisance in accordance with the local housing, building, plumbing, fire and related codes.
- (2) Any premises which because of physical condition, use or occupancy is considered an attractive nuisance to children, including but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences or structures.
- (3) Any dwelling which because of its dilapidated, unsanitary, unsafe, vermin-infested or lacking in the facilities and equipment required by the housing or building codes of the municipality, has been designated by the department responsible for enforcement of the code as unfit for human habitation.
- (4) Any structure which is a fire hazard, or is otherwise dangerous to the safety of persons or property.
- (5) Any structure from which utilities, plumbing, heating, sewerage or other facilities have been disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- (6) Any vacant or unimproved lot or parcel of ground in a predominantly built-up neighborhood, which by reason of neglect or lack of maintenance has become a place for accumulation of trash and debris, or a haven for rodents or other vermin.
- (7) Any unoccupied property which has been tax delinquent for a period of 2 years prior to the effective date of this act, and those in the future having a 2-year tax delinquency.
- (8) Any property which is vacant, but not tax delinquent, which has not been rehabilitated within 1 year of the receipt of notice to rehabilitate from the appropriate code enforcement agency.
- (9) Any abandoned property. A property shall be considered abandoned if:
  - (a) It is a vacant or unimproved lot or parcel of ground on which a municipal lien for the cost of demolition of any structure located on the property remains unpaid for a period of 6 months.
  - (b) It is a vacant property or vacant or unimproved lot or parcel of

ground on which the total of municipal liens on the property for tax or any other type of claim of the municipality are in excess of 150% of the fair market value of the property as established by any body with legal authority to determine the taxable value of the property.

(c) The property has been declared abandoned by the owner, including, an estate that is in possession of the property.

**City** - the City of Reading.

**City Council** - the legislative body of the City of Reading composed of Council President and six district representatives.

**Code** - the health, housing, building, fire, electrical, plumbing or other related code of the City of Reading.

**Commission** - the Reading Planning Commission.

**Committee** - the Blighted Property Review Committee.

**Governing Body** - the City Council of the City of Reading.

**Public nuisance or nuisance** - any condition or usage whatsoever in or about buildings, structures or land or the streets or private ways and places, or elsewhere, within the City, whether public or private, which is found to be detrimental to the public health as determined by the Committee or other appropriate City office or agency.

**Redevelopment area** - any area, whether improved or unimproved, which the Planning Commission may find to be blighted so as to require development.

**Redevelopment area plan** - a plan for the redevelopment of all or part of a redevelopment area made by a Planning Commission.

**Redevelopment authority** - Redevelopment Authority of the City of Reading.

**Redevelopment proposal** - a proposal, including a copy of the redevelopment area plan and supporting data, submitted for approval to the Governing Body by an authority for the redevelopment of all or part of a redevelopment area.

**Residential and related use** - shall include residential property for sale or rental and related uses including, but not limited to, park and recreation areas, neighborhood community services, and neighborhood parking lots.

**Vacant** - any unoccupied or unimproved lot or parcel of ground, which by reason or neglect or lack of maintenance shows to be unlikely habitable, implying abandonment on the part of the previous tenants or owner.

(Ord. 65-2006, 10/23/2006, §2)

#### **§1-545. Blighted Property Removal.**

Notwithstanding any other provision of law, the Redevelopment Authority shall have the power to acquire by purchase, gift, bequest, eminent domain or otherwise, any blighted property as defined herein, either within or outside of a redevelopment area and, further, shall have the power to hold, clear, manage, lease and/or dispose of said

property for residential and related uses. This power shall be exercised in accord with the procedures set for hereinafter.

#### **§1-546. Restrictions.**

The Blighted Property Review Committee and the Planning Commission, upon making a determination that any property is blighted as defined in §1-544, above, must certify said blighted property to the Redevelopment Authority except that:

A. No property shall be certified to the Redevelopment Authority unless it is vacant or abandoned.

B. No property shall be certified to the Redevelopment Authority unless the owner of the property or an agent designated by him for the receipt of service of notices has been served with notice of the determination that the property is blighted, together with an appropriate order to eliminate the conditions causing blight and notification that failure to do so may render the property subject to condemnation. The notice shall be served upon the owner or his agent.

*(Ord 10-2010; 3-22-2010)*

(1) **Procedure.** Whenever the Committee shall determine, after such examination, investigation or hearing as shall suffice to inform its judgment, that a public nuisance exists or is about to exist, it may order the nuisance to be removed, abated, suspended, altered, or otherwise prevented or avoided. Notice of such order, bearing the official title of the Committee and the number of days for compliance therewith and the alternative remedy of the Committee in case of noncompliance, shall be served upon the person, if any, whom the Committee deems responsible therefore or concerned therein, and upon the owner or abutting owner of the land, premises or other places whereon such a nuisance is or is about to be, if any. In case no such party or parties can be discovered by the Committee, the order shall be served by posting a copy or copies thereof conspicuously upon the premises for a period of at least 10 days.

(2) **Contents of Notice.** The notice of the Committee's order shall clearly specify:

(a) The place and manner of the nuisance or anticipated nuisance as determined by the Committee.

(b) The nature or condition thereof.

(c) The Committee's order with respect to the nuisance or anticipated nuisance.

(d) The name of the persons found by the Committee to be responsible therefore or concerned therewith and the name of the owner, if any, of the land or premises involved; in the event the owner or contact cannot be determined, said notice shall reflect this.

- (e) The date of the Committee's order and the number of days there from allowed for compliance with it.
  - (f) The alternative remedy of the Committee in case of noncompliance.
  - ~~(g) Notice that the persons affected thereby may apply, within the time set for compliance with the order, to the Committee for a hearing, and may request such stay of execution or modification or rescission of the said order as they shall believe just and proper.~~
  - (g) The signature of the Chair of the Committee, attested by the Secretary.
- (Ord 49-2010; 8/9/2010)

**(3) Hearing and Disposition.**

- (a) If any person affected thereby shall apply for a hearing within the time provided, the Committee shall promptly notify all interested parties of the time and place of the hearing.
- (b) The Committee shall enter upon its minutes such facts and proofs as it may receive, and its proceedings on such hearing and thereafter may rescind, modify or reaffirm its order and require execution of the original or of a new or modified order, as it shall determine and direct. [Ord. 42-2009]

C. No blighted property shall be certified to the Redevelopment Authority on which more than ten dwelling units can be constructed under existing zoning regulations.

~~D. No blighted property shall be certified to the Redevelopment Authority until the time period for appeal has expired and no appeal has been taken, or, if taken, the appeal has been disposed of, and the owner or his agent has failed to comply with the order of the Blighted Property Review Committee.~~

(Ord. 65-2006, 10/23/2006, §2; as amended by Ord. 42-2009, 8/10/2009, §1)

**§1-547. Reuse of Acquired Property.**

1. Acquisition and disposition of blighted property shall not require preparation, adoption or approval of a redevelopment area plan or redevelopment proposal, but at least 30 days prior to acquisition of any property, the Redevelopment Authority shall transmit identification of the property to the Planning Commission and shall request a recommendation as to the appropriate reuse of the property. The Redevelopment Authority shall not acquire the property where the Planning Commission certifies that disposition for residential or related use would not be in accord with the Comprehensive Plan of the City of Reading.
2. Property disposed of within a redevelopment area shall be disposed of under a redevelopment contract in accordance with the provisions of the Urban Redevelopment Law.
3. Property disposed of outside a redevelopment area shall be disposed of by deed in accordance with the provisions set forth in applicable law.

4. Power of eminent domain shall be exercised pursuant to a resolution of the Redevelopment Authority and the procedures set forth in applicable law.  
(Ord. 65-2006, 10/23/2006, §2)

**§1-548. Conflict with Other Laws.**

Should any provisions set forth in this Part be found to conflict with any law of the United States or the Commonwealth of Pennsylvania, such Federal and or State laws shall govern and this Part shall be construed accordingly. Such a conflict shall not affect the validity of this Part.

**BILL NO. \_\_\_\_\_-2010**

**AN ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF READING ZONING ORDINANCE CODIFIED AS CHAPTER 27 OF THE CITY OF READING ORDINANCES TO CORRECT TYPOGRAPHICAL ERRORS, ADJUST AND CLARIFY THE ZONING ORDINANCE ADOPTED JULY 2010 AND TO ESTABLISH REQUIREMENTS FOR NONCONFORMING USE, PERMIT AUTO REPAIR AND CAR WASHES AS A PERMITTED BY RIGHT USE IN THE MANUFACTURING-COMMERCIAL ZONING DISTRICT, TO REDUCE THE MAXIMUM SQUARE FOOT OF A GARAGE /CARPORT IN THE R-1A ZONING DISTRICT TO 600 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A GARAGE/CARPORT IN A R-1 ZONING DISTRICT TO 600 SQUARE FEET, ESTABLISH ADDITIONAL REQUIREMENTS FOR NEWLY BUILT OR PLACED DWELLING UNIT IN R-1 ZONING DISTRICT, PROVIDE FOR A MAXIMUM PERCENTAGE OF LAND FOR PARKING IN FRONT YARD IN R-2 ZONING DISTRICT, AMEND HOURS OF OPERATION FOR A SOCIAL CLUB AS WELL AS ESTABLISH MINIMUM LOT AREA, PROVIDE MAXIMUM NUMBER OF CHILDREN IN A DAY CARE HOME WITH LOT SIZE OF LESS THAN 2500 SQUARE FEET, ADD LAUNDROMATS AND PERSONAL SERVICE BUSINESSES BY RIGHT IN C-H ZONING DISTRICT, ESTABLISH ACCESS REQUIREMENTS FOR MULTIPLE OCCUPANCY BUILDING, LIMIT YARD SALES TO FOUR TIMES PER YEAR PER LOT AND TWO DAYS, AUTHORIZE COUNCIL TO MAKE MODIFICATIONS OF LISTED REQUIREMENTS THROUGH CONDITIONAL USE PROCESS, ADD REQUIREMENTS FOR OPERATION OF A DAY CARE, CLARIFY MEASUREMENTS FOR FENCE AND WALL CONSTRUCTION, LIMITING TWO ACCESS DRIVEWAYS, REQUIRE MINIMUM OF FIVE PARKING SPACES FOR RESTAURANTS, TAVERNS AND NIGHTCLUBS, AND ADD DEFINITIONS**

**THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. The Zoning Ordinance of the City of Reading is amended as follows to correct typographical errors, adjust and clarify the zoning ordinance adopted July 2010 and to establish requirements for nonconforming use, permit auto repair and car washes as a permitted by right use in the manufacturing-commercial zoning district, to reduce the maximum square foot of a garage /carport in the R-1a zoning district to 600 square feet, to increase the maximum square footage of a garage/carport in a R-1 zoning district to 600 square feet, establish additional requirements for newly built or placed dwelling unit in R-1 zoning district, provide for a maximum percentage of land for parking in front yard in R-2 zoning district, amend hours of operation for a social club as well as establish minimum lot area, provide maximum number of children in a day care home with lot size of less than 2500 square feet, add laundromats and personal



service businesses by right in C-H zoning district, establish access requirements for multiple occupancy building, limit yard sales to four times per year per lot and two days, authorize council to make modifications of listed requirements through conditional use process, add requirements for operation of a day care, clarify measurements for fence and wall construction, limiting two access driveways, require minimum of five parking spaces for restaurants, taverns and nightclubs, and add definitions

§ 27-301.A. regarding zoning permits, add the following: “3. If a property with a non-residential use changes ownership, the new owner shall submit a form to the City to transfer the zoning permit. Such form shall be completed to describe whether the new owner intends to continue the existing use, or make any changes to the use. 4. See also the requirements of the City’s Housing Ordinance, including but not limited to requirements for the designation of a local agent if the owner does not live locally.”

§ 27-304B.1. regarding revocation of permits: subsection f. shall be deleted.

§ 27-607.D. regarding nonconformities, add the following: “9. When a new nonconforming use is proposed, the Zoning Administrator may require that the applicant describe in writing the proposed operations to allow a review of the intensity of the new use vs. the previous use.”

§ 27-607.F. regarding nonconformities, add the following: “5. If a zoning permit or zoning approval is revoked by the City for good cause, and if the applicant does not bring the property and use into compliance with this Ordinance within 120 days, then the City may consider a nonconforming use to have been abandoned.”

§ 27-607.G. regarding nonconformities, add the following: “In order to claim that a nonconforming use that has been discontinued for more than 12 months has not been abandoned, a valid zoning permit shall have had been issued for the previous use, unless the applicant shows that a lawful use was on the premises that pre-dated a requirement for a zoning permit.”

§ 27-801.2.b. regarding garages/carports, change “700” to “600” square feet.

§ 27-802.2.b., 27-803.2.b., 27-804.2.b. and 27-806.2.b. regarding garages/carports, change “500” to “600” square feet.

§27-802, add a new subsection as follows: “4. Additional Requirements. Each newly built or placed dwelling unit shall have: a) a minimum dwelling unit width and length of 18 feet, and b) a permanent foundation or an enclosure around the base of the dwelling that has the appearance of a permanent foundation. If a lot is to be served by a mound on-lot septic system that is a raised above the ground level, it shall be located outside of the required front and side yard setbacks,

unless the applicant proves to the satisfaction of the Zoning Officer and Sewage Enforcement Officer that such placement is infeasible.”

§ 27-803., for the R-2 district, add a new subsection as follows: “4. A maximum of 60 percent of the land area between the front of each residential use and the street right-of-way line shall be used for vehicle parking and driveways. See also Section 27-1602.B. regarding parking locations.”

§ 27-804.3.c., for the R-3 district, add the following: “See also Section 27-1602.B. regarding parking locations.”

§ 27-808.2.a. regarding Social Clubs and Associations, change “2 AM and 6 AM” to “Midnight and 11 AM” and add the following “, and provided there is a 5,000 square feet minimum lot area.”

§ 27-809.2.a. regarding the CN district, after “Day Care Home”, add the following: “, provided that a maximum of 4 persons shall be cared for (in addition to sons or daughters of the caregiver) on a residential lot of less than 2,500 square feet. If a day care home is proposed on a residential lot, it shall also meet the provisions of this Section 27-1202.D.1.”

§ 27-810.2.a. in C-H district: add “Laundromats” and “Personal Service Businesses” as permitted by right uses.

§ 27-811.2.a. in the M-C district, add “Auto Repair and Car Washes, in compliance with Section 27-1105.”

§ 27-903 regarding Multiple Occupancy, add the following: “If a building includes multiple indoor retail sales businesses, each retail sales business shall have its own pedestrian access onto a street, sidewalk or hallway, and shall be separated from other retail sales businesses by a wall, unless the use is specifically approved as a kiosk, farmer’s market, flea market or antique mall .”

§ 27-916.A., after “garbage” add the words “(includes refuse)”.

§ 27-918A.1., change “another district” to “all other districts”.

§ 27-1006.A.7, at the end add: “, as each is defined by Federal regulations.”

§ 27-1006.B. delete subsection 3.

§ 27-1008, regarding parking, change “C-R” to “C-C” and “808” to “807.2”.

§ 27-1011 regarding Yard and Garage Sales, change “dwelling unit on the same” to “residential”. Replace A. with the following: “Yard and garage sales in residential districts shall not occur more than four times per year per lot, and

each sale shall not exceed 2 days.”

§ 27-1107, remove the quotation marks.

§ 27-1201 regarding Conditional uses, add the following: “D. Modification. Where an application is submitted for conditional use approval, the City Council shall also have the authority as part of the conditional use approval to approve a modification of specific parking, landscaping, buffer strip and/or dimensional provisions of this Ordinance. Such modification shall only be approved if all requests are made in writing by the applicant as part of the conditional use application. Such modification shall only be allowed if the applicant proves to the satisfaction of City Council that an alternative standard will be applied as a condition upon approval, and that the alternative standard would be more in the public interest than the existing requirement.”

§ 27-1202.A. regarding Adaptive Reuse, in the second sentence, add “commercial,” before “institutional”.

§ 27-1202.D. regarding day care:

- Add a new 1(d) as follows: “In a residential district, the use shall not operate in a manner perceptible to the neighbors between 11 PM and 6 AM.”

- Add a new 2(c) as follows: “A minimum of 400 square feet of fenced outdoor play area shall be provided, unless the facility is within 500 feet of a public playground that is available for use of the children.”

- In 3(b), replace the words after “such” with the following: “plus parking required by Section 1603.A.9.”

- Add a new 3(c) as follows: “The Zoning Hearing Board shall consider the proximity of other day care facilities on the same block in order to review the availability and demand of parking. In considering the suitability of the property, the Zoning Hearing Board may also consider the total number of children who will be cared for at one time in a dwelling.”

§ 27-1203.D. regarding Conversions, add the following: “5. See also the requirements of the City’s Housing Ordinance, including but not limited to requirements for the designation of a local agent if the owner does not live locally.”

§ 27-1301 regarding fences and walls, add the following after the first sentence: “The height of fences and walls shall be measured based upon the total height above the ground, such as if a 2 foot tall fence is constructed on top of a 2 foot tall wall, the structure shall be considered 4 feet high.”

§ 27-1401 regarding buffer strips, change “commercial or industrial” to “non-residential”.

§ 27-1504 regarding access driveways, replace the first sentence with the following: "Each lot shall not have more than two access driveways onto any one street, unless specifically approved otherwise by: a) PennDOT along a State road or b) by the City as part of a subdivision or land development."

§ 27-1602.B., regarding parking, add the following: "See also limitations on the amount of front yard parking in Section 27-803 for the R-2 district and in Section 27-804 for the R-3 district."

§ 27-1603.A.9., add "Child" before "Day Care Center".

§ 27-1603.A.14., regarding day care parking, after unit, add "(unless no parking exists on the lot for an existing dwelling unit)".

§ 27-1603.A.32. regarding parking for restaurants, taverns and nightclubs, replace the last sentence with the following: "All restaurants shall provide an absolute minimum of 5 spaces."

§27-1603.L., to correct a typo, change "407" to "505".

§ 27-1712, add the following after the first sentence: "The following signs do not need a zoning permit, except for signs of more than 2 square feet each that are allowed by subsection "A." below."

§ 27-1712, add a new subsection as follows: "H. Murals. An artistic mural that does not serve a commercial purpose shall be allowed and shall not be regulated as a sign."

§27-1721, replace "within a reasonable period of time" with "Depending upon the degree of danger, the Zoning Administrator may grant an extension, specifying a reasonable period of time to complete the repair or removal."

§ 27-2104.C., change "junctions" to "functions."

§ 27-2202, regarding definitions:

- in the definition of "Building", delete the words "lunch wagons."

- delete the definition of "Garage, Public" because the term is no longer used.

- in the definition of "Home Occupation" under "Minor Home Occupation" add "meets" before "all of the".

- in the definition of "Mid-Rise Apartments", add the word "originally" before "designed".

- add the following new definition: "Reception Facility - Shall have the same meaning as "Banquet Hall."

- add the following new definition: "Shed - A building that is used for indoor storage but is not used for storage of motor vehicles or hazardous or toxic materials, other than fuel for lawnmowers and appliances."

-in the definition of Traffic Routes, replace (1) with "North Front Street" and replace (5) through (14) with the following: "(5) McKnight Street, (6) Meade Street, (7) Noble Street, (8) West Robeson Street, (9) Hancock Blvd., (10) River Road, (11) Lincoln Street, (12) CarTech Road, (13) Marion Street, (14) Weisser Street, (15) Gerry Street east of Hancock Blvd., (16) Liggest Av. east of Hancock Blvd."

In the Index, add the following: "Adaptive Reuse - 27-1202, Auto Repair - 27-1105, Buffer Strips - 27-1401, Day Care Facilities - 27-1202.D., Day Care Home - 27-1202.D.1., Definitions - Part 22, Sexually Oriented Business - 27-1203."

SECTION 2. SEVERABILITY. It is hereby declared to be the legislative intent that if a court of competent jurisdiction declares any provisions of this Amendment to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Amendment shall continue to be separately and fully effective. The City Council hereby declares that it would have passed this Amendment and each section or part thereof, other than any part declared invalid, if it had advance knowledge that any part would be declared invalid.

SECTION 3. REPEALER. Any specific provisions of the City of Reading Zoning Ordinance, Subdivision and Land Development Ordinance or any other City Ordinance or resolution that is in direct conflict within this Zoning Amendment are hereby repealed..

SECTION 4. NUMBERING AND LETTERING. Should any number or letter assigned to an amendment set forth herein conflict with or been previously assigned under a prior amendment to the City of Reading Zoning Ordinance, then the number or letter herein shall be automatically amended when codified to reflect the next available number or letter.

SECTION 5. All other provisions of the City of Reading Zoning Ordinance, Section 27-101 et seq. of the City of Reading Codified Ordinances shall remain unchanged and in full force and effect.

SECTION 6. Effectiveness of Ordinance. This Ordinance will become effective in accordance with Charter Section 219.

Enacted \_\_\_\_\_, 2010

\_\_\_\_\_  
President of Council

Attest:

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City Clerk

(LAW DEPT.)

ORDINANCE \_\_\_\_-2010

AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES CHAPTER 1 ADMINISTRATION AND GOVERNMENT, SECTION 186 FISCAL PROVISIONS BY PROVIDING CLARIFYING LANGUAGE REGARDING COUNCIL APPROVAL OF TRANSFERS TO AND FROM ALL CITY FUND ACCOUNTS.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION ONE. Amending The City Of Reading Codified Ordinances Chapter 1 Administration And Government, Section 186 Fiscal Provisions #3 Regulations Concerning Appropriations and Transfers by providing clarifying language regarding Council Approval Of Transfers To And From All City Fund Accounts. §1-186. Fiscal Provisions.

**3. Regulations Concerning Appropriations and Transfers.**

A. The authorization and expenditure of all funds and preparation of department budgets shall be in accordance with a policy adopted by the Council and a financial procedures manual to be prepared and periodically reviewed and updated by the Department of Finance. Expenditures shall be executed in a uniform manner for every City Department.

B. The Director of Finance shall prepare and submit a monthly report to the Mayor, the managing director, and Council. This monthly report shall include all Expenditures, borrowing, or any use for each City Department and each City Fund account, and status reports comparing those expenditures with the adopted budget, as well as any Department justification of transfer, borrowing, or any use of funds within departments, between departments and within or between City Funds account.

C. In order to allow flexibility in the administration of the City's business, departments may transfer money between line items within the department. A majority of Council, in response to any monthly report, may place a limit on the amount of additional excess expenditure allowed for any program or line item. This is not intended to restrict unduly the Mayor's ability to manage and administer the budget

D. Justification for transferring, borrowing or any use of funds between departments and/or City Fund accounts must be presented to and approved by Council. The financial procedures manual will stipulate the following:

- (1) Expenditure procedures.
- (2) Justification procedures for transferring money between line items.
- (3) Justification procedures for transferring money between department.
- (4) Administration of petty cash funds.
- (5) Justification procedures for transferring, borrowing, or any use of money between City Fund accounts.**

E. Requiring an amendment to the City's annual Budget Ordinance authorizing the transfer, borrowing, or any use of all monies including, but not limited to, transfers, borrowing, or any use of funds between departments, and transfers, borrowing, or any use of funds in and out of any City Fund account, account or line item either attached in part or unattached to a departmental budget. *The City Funds include all general, operating, capital and enterprise funds.* The request for a budget amendment must be submitted to City Council with an agenda memorandum explaining the justification for transfer, borrowing, or any use of funds and the proposed use for the funds transferred **at least 2 weeks before the transfer is required.** [Ord. 36-2000]

F. *Requiring an amendment to the City's annual Budget Ordinance to authorize any cumulative modification to any departmental overall budget or line item exceeds \$10,000.* The request for a budget amendment must be submitted to City Council with an agenda memorandum explaining the justification for transfer and the proposed use for the funds transferred, borrowed or used at least 2 weeks before the transfer is required. [Ord. 54-2009]

G. Requiring City Council approval, via ordinance, for the following:

- (1) Salary increases that were not approved in or included in the budget for the fiscal year and fall outside the labor contract for union employees.
- (2) All expenditures not approved and listed in the operating or capital budgets for the fiscal year prior to those expenditures occurring. [Ord. 36-2000]
- (3) All expenditures and allocations of \$50,000 or more from and to any and all agency funds and any and all line-items falling in the Departmental: Non Departmental area of the General Fund. [Ord. 4-2009]

**SECTION TWO.** All other parts of the Ordinance remain unchanged.

**SECTION THREE.** This ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted by Council \_\_\_\_\_, 2010



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President of Council

Attest:

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City Clerk

(Waltman & Council Staff)

Submitted to Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Received by the Mayor's Office: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION NO. \_\_\_\_\_

Resolved by the Council of the City of Reading, Berks County, Pennsylvania, that:

Whereas, by virtue of Resolution 134-2009, adopted December 28, 2009, the City of Reading declared its intent to follow the procedures for the disposition of records set forth in the Retention and Disposition Schedule for Records of Pennsylvania Municipalities issued in 2009; and

Whereas, in accordance with Act 428 of 1968 (as amended) each individual act of disposition shall be approved by resolution of the governing body of the municipality:

NOW THEREFORE, The Council of the City of Reading hereby resolves as follows:

In accordance with the above cited schedule, Council hereby authorizes the disposition of the following public records:

Office: Tax Administration Division

2002 Individual Earned Income Tax Returns Report	1996-2002 Property Certification
2002 W-2 Electronic Media Reports	1999-2001 Credit/Debit Property
2003 Business Privilege Tax Forms Report	2000 Property Ownership Changes
2003 Business Privilege License Paid Reports	2000-2001 Property Balance & "0"
2003 Self-Employed Earned Income Tax Reports	2000-2001 Cash Statements
2003 Quarterly Employer EIT Withholding Report	2000-2001 City Property Indiv Acct
2003 Per Capita Tax Payment Detail Totals Report	2001 City Calculated Assessment
2003 Property Tax Electronic Payment Media Maint Report	2002-2003 C/S Prop Transaction
2003 Daily Treasury Receipts	2002 C/S Property Payments Report
2003 Occupation Privilege Tax Paid Report	2001-2003 City Prop Cash Receipts
2003 Property Tax Certifications	2000-2003 Daily Cash Receipts
2003 Amusement Tax Paid	1999 Bankruptcies
2003 Individual EIT/ Business Priv Report Amt Report	2001 Tax Claim Outstanding

Passed Council

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President of Council

Attest:

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City Clerk

**SECOND ADDENDUM TO THE TO LEASE OPERATING AGREEMENT  
BETWEEN THE CITY OF READING, PENNSYLVANIA AND  
THE READING AREA WATER THE AUTHORITY**

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**THIS SECOND ADDENDUM**, dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (“Addendum Date”) (the “Second Addendum”), is hereby agreed upon by the City of Reading, Berks County, Pennsylvania (“City”), and the Reading Area Water Authority (“Authority”), and hereby amends the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January 1995 and amended in October 1997.

**RECITALS**

A. WHEREAS, the Authority has been incorporated pursuant to an ordinance of the Council of the City and is existing under the provisions of the Act of Assembly approved May 22, 1945, P.L. 382, as amended and supplemented, known as the “Municipality Authorities Act of 1945” (the “Act”);

B. WHEREAS, the City leases its Water System to the Authority pursuant to the terms of the Original Amended Lease (hereinafter defined);

C. WHEREAS, the parties mutually desire to enter into this Second Addendum to facilitate the transfer of certain personnel employed by the City and rendering services to, for and on behalf of the Authority pursuant to the terms of the Original Amended Lease; and

D. WHEREAS, the parties desire to address certain financial issues associated with the Original Amended Lease.

NOW, THEREFORE, the Authority and the City, in consideration of the agreements, conditions and covenants herein contained, each intending to be legally bound, hereby, covenant and agree as follows:

(1) Definitions. Unless otherwise defined herein, all capitalized terms used in this Second Addendum shall have the meanings ascribed to them in the Original Amended Lease.

(a) All references in this Second Addendum or the Original Amended Lease to the “Lease” or “herein” or “hereunder” or other similar terms shall mean the Original Amended Lease, as amended by this Second Addendum.

(b) “Original Amended Lease” shall mean the collective agreement by and between the City and the Authority as evidenced by the Lease and Operating Agreement between the City and the Authority dated May 20, 1994, effective June 1, 1994, as supplemented in January 1995 and amended in October 1997.

(2) Transfer of Personnel.

(a) Management Employees. The City hereby authorizes the Authority to directly employ all of its management employees. The Authority shall hire and employ the Distribution System Superintendent, the Distribution System Engineer and the Lake and Forestry Superintendent on or about January 7, 2011. The Authority shall hire "first level supervisors" as soon as reasonably practicable, but not later than April 1, 2011.

(b) AFSCME Employees. The City hereby authorizes the Authority to negotiate with American Federation of State, County and Municipal Employees Union ("AFSCME") to employ all rank and file personnel required for the operation and maintenance of the Water System. Conditioned upon successful negotiation of a collective bargaining agreement between the Authority and AFSCME, the City will eliminate all rank and file positions related to the operation and maintenance of the Water System on a date mutually agreed upon by the City and the Authority, but not later than June 30, 2011.

(c) Employment Obligation. Upon the Authority's employment of each employee, the Authority shall be deemed such person's employer and have the sole responsibility for the payment of all employee taxes, compensation, wages, benefits, contributions, insurance, and like expenses for such employees. The Authority shall indemnify and hold harmless City from and against all liability and loss growing out of or related occurrences happening after the Addendum Date in connection with all employee claims or grievances, federal, state and local taxes or contributions imposed as required under employment insurance, social security and income tax laws for all employees transferred from the City's employment to the Authority's employment after the Addendum Date. The City recognizes and agrees that, pursuant to 53 Pennsylvania Statutes Section 39374.2, former City employees who become Authority employees have certain rights to elect to continue to participate in the City's Officer and Employee Retirement System. The Authority and City shall comply with applicable laws with regard to any employee making such an election.

(d) Reduction to Lease Payment. Upon the employment by the Authority of each employee, the lease payment shall be reduced by the Operational Expenses and Administrative Expenses directly attributed to the City's employment of such employee for the period following such employment..

(3) Lease Payments.

(a) 2010 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2010 shall be FOUR MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$4,270,000). In addition to amounts heretofore paid, the Authority shall make an additional installment payment towards the Financing Fee component of the Original Amended Lease in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) within ten (10) business days of the Addendum Date. The FOUR MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$4,270,000) Financing Fee shall be used when calculating any reconciliation of the 2010 Lease payments.

(b) 2011 Lease Payment. The Authority agrees that the Financing Fee component of the Original Amended Lease for calendar year 2011 shall be FIVE MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$5,720,000). The FIVE MILLION SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$5,720,000) Financing Fee shall be used when calculating any reconciliation of the 2011 Lease payments.

(c) Subsequent Lease Payments. All lease payments due after the 2011 calendar year shall be calculated and paid in accordance with the terms of the Original Amended Lease.

(4) Additional Payments.

(a) Act 47 Recovery Plan. Each party will negotiate in good faith and use its commercially reasonable efforts to reach an agreement as to an additional fee payable to the City from the Authority for the 2012, 2013 and 2014 calendar years as set forth in the City's Act 47 Plan.

(b) Payment for Restriction on City's Ontelaunee Township Property. The Authority shall pay the City ONE MILLION TWENTY THOUSAND DOLLARS (\$1,020,000), within thirty (30) calendar days of the Addendum Date in exchange for the restrictions set forth in Section (5).

(c) Meter Surcharge Payment. The Authority shall pay the City ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000), which shall be due and payable to the City each billing period during the 2011 calendar year in equal monthly installments in accordance with Article VI of the Original Amended Lease.

(5) Restrictions to the City's Ontelaunee Township Property. Except in the exercise of its Take-Back Powers (hereinafter defined) or with the Authority's prior written approval, which shall not be unreasonably withheld, the City shall not voluntarily convey or transfer any property interest in the approximately one hundred twenty (120) acre parcel of land located in Ontelaunee Township, Berks County, Pennsylvania owned by the City during the term of the Lease and shall record an appropriate document in the Berks County Recorder of Deeds Office evidencing such restriction.

(6) Take-Back Powers. The City shall retain all rights and powers by operation of law, including, but not limited to, the Municipalities Authorities Act, 53 Pa. C.S.A 5622 , to require the Authority to convey the water system to the City upon assumption by the City of the obligations incurred by the Authority with respect to the water system(the "Take-Back Powers"). Except as provided below, the Authority shall not take any actions which will hinder, limit or interfere with the City's Take-Back Powers, including, but not limited to, entering into any agreement, contract, loss obligation, bond, trust indenture or pledge that contains terms that limit, directly or indirectly, or attempt to limit the City's Take-Back Powers. Notwithstanding the foregoing, the City acknowledges that in the exercise of its responsibilities to operate and maintain the Water System, of necessity the Authority will routinely enter into transactions, including the issuance of

debt, the employment of personnel pursuant to collective bargaining agreements and other transactions that may have the affect of increasing the obligations of the Authority with respect to the Water System that the City will need to assume to exercise its Take Back Powers. There is no intent to restrict the Authority's ability to operate and maintain the water system by entering into such transactions so long as such transactions are entered on commercially reasonable terms, are necessary for the efficient operation of the Water Systems, and were entered with no intent to hinder, limit or interfere with the City's exercise of its Take Back Powers.

IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania has caused this Second Addendum to be executed in its name and on its behalf by its Mayor and its official seal to be affixed hereunder and attested by its City Clerk, and the Reading Area Water Authority has caused this Agreement to be executed in its name and on its behalf by its Chairperson or Vice Chairperson and its corporate seal to be affixed hereto and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

City of Reading

Reading Area Water Authority

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairperson

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
Secretary

Seal:

Seal: